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13 STARBUCKS CORPORATION

14  
15 UNITED STATES DISTRICT COURT  
16 FOR THE EASTERN DISTRICT OF CALIFORNIA

17 ISABEL SAMANIEGO,  
18 Plaintiff,  
19 v.  
20 STARBUCKS CORP and DOES 1  
21 through 10,  
22 Defendants.

23 Case No. 2:24-CV-02020-TLN-JDP

24 **JOINT STIPULATION TO  
SEND MATTER TO  
ARBITRATION; ORDER**

25 [State Court Complaint: June 24,  
26 2024  
27 San Joaquin County Superior Court  
28 Case No.: STK-CV-  
UWT-2024-0007433]

1        This stipulation is entered into by and between Plaintiff Isabel Samaniego  
2 ("Plaintiff") and Starbucks Corporation ("Starbucks"), by and through their  
3 undersigned counsel of record. The parties hereby stipulation as follows:

4        WHEREAS, Plaintiff filed her Complaint in this matter in San Joaquin  
5 County Superior Court on June 24, 2024, in the matter entitled *Isabel Samaniego v.*  
6 *Starbucks Corp.*, San Joaquin County Superior Court Case No. STK-CV-UWT-  
7 2024-0007433, asserting various employment-related claims;

8        WHEREAS, Starbucks filed its Answer on July 24, 2024, and thereafter  
9 removed the case to this Court on July 25, 2024;

10       WHEREAS, Plaintiff signed an arbitration agreement with Starbucks on  
11 August 10, 2024, that covers the claims at-issue in this litigation, and the parties  
12 have met and conferred regarding the same;

13       WHEREAS, Defendant filed its petition to compel arbitration on September  
14 30, 2024, and Plaintiff filed her opposition to the motion on October 14, 2024.  
15 Thereafter, the parties engaged in additional meet and confer efforts related to the  
16 arbitration agreement;

17       WHEREAS, the parties have now agreed to arbitrate this matter pursuant to,  
18 and consistent with, Plaintiff's arbitration agreement;

19       WHEREAS, the parties request the hearing on Defendant's motion to compel  
20 arbitration, currently set for hearing on November 14, 2024, be vacated in light of  
21 the parties' stipulation; and

22       WHEREAS, the parties further agree the United States District Court for the  
23 Eastern District of California shall retain jurisdiction of this matter, that the court  
24 proceedings shall be stayed pending the completion of arbitration, and any party  
25 may file a petition with this Court to enforce the arbitrator's decision.

26       THEREFORE, it is hereby stipulated and agree to by and between the  
27 undersigned parties that:

28       1. The parties will arbitrate the claims pending in this action pursuant to,

1 and consistent with, Plaintiff's arbitration agreement;

2 2. The hearing on Defendant's motion to compel arbitration is hereby

3 vacated;

4 3. The action shall be stayed pending completion of the arbitration

5 between the parties; and

6 4. The United States District Court for the Eastern District of California

7 shall retain jurisdiction of this matter until the arbitration has been

8 completed and a request for dismissal has been filed with the Court.

9

10 Dated: October 18, 2024

**ARENTFOX SCHIFF LLP**

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12 By: /s/ Brett D. Young

13 Morgan P. Forsey  
14 Brett D. Young  
15 Attorneys for Defendant  
16 STARBUCKS CORPORATION

17 Dated: October 18, 2024

**BERRETH LAW GROUP**

18

19 By: /s/ Kevin J. Berreth

20 Kevin J. Berreth  
21 Attorneys for Plaintiff ISABEL  
22 SAMANIEGO

23 **IT IS SO ORDERED.**

24

25 Dated: October 18, 2024

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Troy L. Nunley  
Chief United States District Judge